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Doctors Management Company Long Term Disability Plan

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LOVEY MARTIN,

Plaintiff,

vs.

DOCTORS MANAGEMENT COMPANY
LONG TERM DISABILITY PLAN,

Defendant.

Case No. C 07-5952 CW

**JOINT CASE MANAGEMENT
STATEMENT**

Case Management

Conference: April 22, 2008

Time: 2:00 p.m.

Courtroom: 2

Hon. Claudia Wilken

The parties hereto submit this Joint Case Management Conference Statement.

(1) Jurisdiction and Service.

This is an action for disability benefits under the Employee Retirement Income Security Act (ERISA), 29 USC 1001 et. seq. This court has subject matter jurisdiction pursuant to 29 USC 1132(e) and 28 USC 1367(a). There are no existing issues respecting personal jurisdiction or venue. All parties have been served and have appeared.

(2) Facts.

Plaintiff Lovey Martin was an employee of Doctors Management Company (DMC). He

1 was covered for long-term disability benefits under defendant Doctors Management Company
2 Long Term Disability Plan ("Plan"). In May 2005, he initiated a claim for long-term disability
3 benefits based on his asserted diagnoses of major depression, adjustment disorder, and personality
4 disorder. In October 2005, the Plan denied benefits, pursuant to a determination by Prudential
5 Insurance Company of America, the claims administrator and insurer for the Plan. Mr. Martin
6 appealed the denial, and Prudential affirmed the denial on administrative appeals in June 2006
7 and March 2007. Prudential asserted in substance that available medical documentation did not
8 reveal disabling symptoms that would have prevented Mr. Martin from performing his regular
9 occupation.

10 **(3) Legal Issues.**

11 The parties anticipate legal disputes in this matter concerning the determination and
12 application of the standard of review to be applied to the denial of benefits. Mr. Martin contends
13 review should be de novo, inasmuch as the language of the underlying group disability insurance
14 policy does not confer discretion on Prudential to determine eligibility for benefits; such language
15 is found only in the summary plan description. Mr. Martin also believes that, assuming review is
16 to be deferential, the denial constituted an abuse of discretion pursuant to *Abatie v. Alta Health &*
17 *Life Ins. Co.*, 458 F.3d 955 (9th Cir. 2006) (*en banc*). He anticipates issues relating to the
18 appropriate scope of evidence to be considered by the court in its deliberations, and whether the
19 scope of evidence is necessarily confined to the administrative record as produced by Prudential.
20 He notes as well that the Supreme Court is scheduled to hear oral argument in *MetLife v. Glenn*,
21 Supreme Court docket number 06-923, in late April, and that the decision in that case,
22 presumably forthcoming sometime this summer, could materially impact the analysis of the
23 proper standard of review and on the scope of evidence the court might consider.

24 The Plan contends that its denial of Mr. Martin's claim for benefits is to be reviewed for
25 abuse of discretion because the Plan documents, which include the Summary Plan Description,
26 confer discretion on Prudential to decide benefit claims. The Plan further contends that its denial
27 of Mr. Martin's claim for benefits was proper regardless of the applicable standard of review.

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1 **(4) Motions.**

2 There are no prior or pending motions.

3 The parties anticipate this matter will be resolved via cross-motions for summary
4 judgment under Rule 56 of the Federal Rules of Civil Procedure, or alternatively via cross-
5 motions for judgment pursuant to Rule 52. There may also be discovery motions related to
6 requests to be made by plaintiff.

7 **(5) Amendments of Pleadings.**

8 The parties do not anticipate adding or dismissing any parties, claims, or defenses, or to
9 otherwise amend the pleadings absent some change in controlling law.

10 **(6) Evidence Preservation.**

11 Mr. Martin has not destroyed any evidence in his possession or control relevant to the
12 issues reasonably evident in this action. As an individual plaintiff, he has no document-
13 destruction program or other ongoing systematic erasures of e-mails, voice mails, and the like.

14 The Plan and Prudential have preserved and will continue to preserve all evidence related
15 to this action.

16 **(7) Disclosures.**

17 The parties have and conferred, and will make initial disclosures pursuant to Rule 26 of
18 the Federal Rules of Civil Procedure by Wednesday, April 23, 2008.

19 **(8) Discovery.**

20 No discovery has been taken to date.

21 The Plan does not presently anticipate conducting any discovery. Mr. Martin maintains
22 that discovery is appropriate and should be allowed into a variety of issues which bear on the
23 question of the proper application of the judicial standard of review as established by *Abatie*,
24 *supra*, and similar authorities; the Supreme Court decision in *Glenn, supra*, may also impact the
25 scope of discovery. The parties have met and conferred and anticipate there will be a need for
26 judicial resolution of discovery issues on which agreement has not been, and is not likely to be,
27 achieved.

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1 **(9) Class Actions.**

2 Not applicable.

3 **(10) Related Cases.**

4 There are no related cases or proceedings pending before another judge of the court or
5 before another court or administrative body.

6 **(11) Relief.**

7 Mr. Martin seeks recovery of disability benefits under the Plan pursuant to 29 USC §
8 1132(a)(1)(B). Based on currently available information he approximates benefits in question at
9 \$41,000. Mr. Martin also seeks pre- and post-judgment interest, and reasonable attorney fees
10 pursuant to 29 USC 1132(g).

11 The Plan seeks judgment in its favor on all claims and reserves the right to seek fees under
12 29 USC § 1132(g).

13 **(12) Settlement and ADR.**

14 The parties believe settlement discussions could be productive, and suggest a referral to
15 mediation.

16 **(13) Consent to Magistrate Judge for All Purposes.**

17 The Plan does not consent to have a magistrate judge conduct all further proceedings.

18 **(14) Other References.**

19 The parties do not consider this matter to be suitable for reference to binding arbitration, a
20 special master, or the Judicial Panel on Multidistrict Litigation.

21 **(15) Narrowing of Issues.**

22 None at this time. The parties will continue to consider, and meet and confer on any
23 issues that arise which may streamline trial of this matter.

24 **(16) Expedited Schedule.**

25 The parties do not believe the case could be practicably expedited beyond the typical time
26 frame for resolution of cases involving disputed entitlement to ERISA benefits.

27 **(17) Scheduling.**

28 The complaint was filed November 26, 2007. Mr. Martin requests a trial date within 12

1 months, and the Plan requests a trial date within 18 months, of that date. The parties request that
2 all other deadlines be set in accordance with this court's custom and practice.

3 **(18) Trial.**

4 The parties anticipate a bench trial, or alternatively cross-motions for summary judgment
5 or for judgment under Rule 52, the hearing for which should be completed within one day.

6 **(19) Disclosure of Non-party Interested Entities or Persons.**

7 Mr. Martin is not aware of any other non-party interested entity or person.

8 Other than Prudential Insurance Company of America, the Plan is not aware of any other
9 non-party interested person or entity.

10 **(20) Other matters.**

11 The parties are presently unaware of any other matters as may facilitate the just, speedy,
12 and inexpensive disposition of this matter. They will continue to consider ways to further
13 streamline this case and will bring any suggestions to the court should they arise.

14 Dated: April 15, 2008

15 /s/ Richard Johnston (as authorized on
16 4/15/08)

17 Richard Johnston
18 Attorney for Plaintiff
19 Lovey Martin

20 MORGAN LEWIS & BOCKIUS LLP

21 /s/ Donald P. Sullivan

22 By: Donald P. Sullivan
23 Attorneys for Defendant
24 Doctors management Company
25 Long Term Disability Plan
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